

## **TITLE 1: GOVERNMENT AND ADMINISTRATION**

### **DIVISION 3. PERSONNEL**

#### **Chapter 2: Employee Relations.**

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##### **13.021 Purpose.**

It is the purpose of this chapter:

- (a) To establish an orderly system for conducting employer-employee relations within the County.
- (b) To establish a system to facilitate communications between management and employees and to provide for the exchange of information and ideas.
- (c) To clarify in writing the rights and obligations of employees, employee organizations, and County management in the conduct of employer-employee relations activities.

Amended Ordinance #3707 (1998);

##### **13.022 Definitions.**

As used in this chapter, the following terms shall have the meanings indicated:

(a) "Arbitrator" means a neutral third party, appointed on an ad hoc basis and selected by the interested parties either by mutual agreement or by a striking procedure.

(b) "Authorized Employee Representation Unit" means a Unit of employee job classes and/or positions established pursuant to Section 13.025 herein, or hereafter created pursuant to provisions of Section 13.026 herein.

(c) "Certify" means the process by which the County formally acknowledges an employee organization as the exclusive recognized employee organization that represents County employees in an authorized representation Unit.

(d) "Confidential Employee" means an employee who, in the regular course of his or her duties, has access to, or possesses information relating to, the County's employer-employee relations program.

(e) "Consult/Consultation in Good Faith" means to communicate orally or in writing for the purpose of presenting and obtaining views or advising of intended actions on matters outside the scope of representation; and does not involve the exchange of proposals and counterproposals in an endeavor to reach agreement.

(f) "County" means the County of San Bernardino, and, where appropriate herein, refers to the Board of Supervisors or any duly authorized County Representative.

(g) "Day" means calendar day unless expressly stated otherwise.

(h) "Emergency" means an unforeseen circumstance requiring immediate action, a sudden unexpected happening, an unforeseen occurrence or condition.

(i) "Employee" means any person employed by the County, excepting those persons elected by popular vote or appointed to office by the Governor of the State of California.

(j) "Employee Organization" means any organization which includes employees of the County and which has as one of its primary purposes representing such employees in their relations with the County.

(k) "Employee Representative" means any person designated by an exclusive recognized employee organization to act on behalf of such organization.

(l) "Exclusive Recognized Employee Organization" means an employee organization that has been certified by the County as the employee organization which received the majority of votes in a valid representation election for an authorized employee representation Unit.

(m) "Interest Dispute" means a disagreement between County Management and an exclusive recognized employee organization concerning matters within the scope of representation.

(n) "Mediator/Advisory Arbitrator" means a mutual third party appointed by the Board of Supervisors for a term of one year, in accordance with section 13.029©, who provides mediation and/or arbitration services in the context of the impasse resolution procedures set forth in section 13.029.

(o) "Meet and Confer in Good Faith" means that the County and the exclusive recognized employee organization shall have the mutual obligation personally to meet and confer promptly upon request of either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation prior to the adoption by the County of its final budget for the ensuing year.

(p) "Memorandum of Understanding" means a written document prepared by the County and the exclusive recognized employee organization which sets forth those matters within the scope of representation upon which both parties have agreed. Such document shall not be binding on the County until such time that it has been approved by the Board of Supervisors.

(q) "Rights Dispute" means a disagreement between County Management and an exclusive recognized employee organization or employees who are not members of an exclusive recognized employee organization, concerning the interpretation, application, or violation of any Memorandum of Understanding.

Amended Ordinance #3707 (1998);

### **13.023 County Management Rights.**

Subject to the provisions of any current Memorandum of Understanding which is in full force and effect, all management rights and functions shall remain vested exclusively with the County except those which are clearly and expressly limited in this chapter. It is recognized merely by way of illustration that such management rights and functions include but are not limited to:

(a) The right to determine the mission of each of its groups, agencies, departments, institutions, boards, and commissions.

(b) The right of full and exclusive control of the management of the County; supervision of all operations; determination of the methods and means of performing any and all work; and composition, assignment, direction, location, and determination of the size and mission of the work force.

(c) The right to determine the work to be done by the employees, including establishment of levels of service and staffing patterns.

(d) The right to change or introduce new or improved operations, methods, means or facilities; or, to contract for work to be done.

(e) Subject to the Personnel Rules, the right to hire, schedule, set and enforce performance standards, promote, transfer, release and lay off employees; to suspend, demote, reduce in step or grade, discipline and discharge employees for cause; to prescribe qualifications for employment and determine whether they are met; and to otherwise maintain orderly, effective, and efficient operations.

Amended Ordinance #3707 (1998);

### **13.024 Employee's Rights.**

(a) All employees shall have the following rights which may be exercised in accordance with State Law, the County Charter, and applicable ordinances, rules and regulations or as provided in a current Memorandum of Understanding that is in full force and effect.

(1) The right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

(2) The right to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with the County.

(3) The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of an appointing authority, supervisor, other employees, or employee organizations as a result of their exercise of rights granted in Section 13.024(a)(1) and (2).

(b) Employees who are full-time peace officers as that term is defined in Chapter 4.5 of Title 3, Part 2 of the Penal Code shall have the right to join or participate in employee organizations which are composed solely of such peace officers and which concern themselves solely and exclusively with the wages, hours, working conditions, welfare programs, and advancement of the academic and vocational training and furtherance of the police profession, and which are not subordinate to any other organization.

Amended Ordinance #3707 (1998);

### **13.025 Authorized Employee Representation Units.**

(a) The following representation units are established for employer-employee relations purposes. Definitions are general in nature and serve as an illustration and guide in the unit placement of classifications.

(1) Management Unit.

Definition: Shall include classifications or positions which under administrative direction of an group or Department Head have departmental responsibility for implementing program requirements through supervisors; formulating, administering, and managing County policies and programs; and, responsible for employee relations at

the department level, including adherence to labor contracts, grievance procedures, employee relations provisions of the County Code, and the training of supervisory employees.

(2) Safety Management and Supervisory Unit.

Definition: Shall include classifications of employees qualifying as a "County Peace Officer" as defined in Section 31469.1 of the County Employees' Retirement Law of the California Government Code or are full-time "peace officers" as that term is defined in Sections 830.1 and 830.3(b) of the California Penal Code and are so assigned to the unit by the Board of Supervisors; and, having responsibility for implementing program requirements; formulating, administering, and managing County policies and programs; or, having authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, evaluate, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or to effectively recommend such action if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

(3) Supervisory Unit.

Definition: Shall include classifications or positions having authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, evaluate, or discipline other employees; or responsibility to direct them; or, to adjust their grievances; or, to effectively recommend such action if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

(4) Professional Unit.

Definition: Shall include classifications requiring the performance of work that is either predominantly intellectual, philosophical, largely governed by conceptual understandings, and varied in character, involving continuing exercise of independent discretion and judgment in work performance and requiring specialized knowledge and skills equivalent to that attained by a prolonged course of intellectual instruction in an institution of higher learning, or hospital, as distinguished from general academic training or from apprenticeship training; or, any employee who is performing in a training capacity under the direction of a professional person in preparation to qualify as a professional employee as defined above.

(5) Safety Unit.

Definition: Shall include classifications of employees qualifying as a "County Peace Officer" as defined in Section 31469.1 of the County Employees' Retirement Law of the California Government Code or are full-time "peace officers" as that term is defined in Sections 830.1 and 830.3(b) of the California Penal Code and are so assigned to the unit by the Board of Supervisors due to the nature of the work being directly related to the law enforcement function which work does not involve work of a supervisory or management nature as described herein.

(6) Technical and Inspection Unit.

Definition: Shall include classifications requiring the use of specific skills, knowledge and abilities in the inspection of facilities and/or conditions to determine compliance with appropriate rules, laws, codes, and regulations; or requiring use of specific knowledge or techniques as opposed to a broad, philosophical, or a theoretical field of knowledge. Employs practical knowledge marked by characteristics of specialized experience related to the performance of specifically delineated techniques entailing a particular subject or subjects.

(7) Craft, Labor and Trades Unit.

Definition: Shall include classifications requiring competence in one (1) or more crafts or trades; thorough knowledge and skill in the use of manual or equipment operations; use of machines, tools, or other special equipment for the repetitive production of single purpose jobs, which may include responsibility for a product or maintenance of equipment; or, use of manual or physical dexterity necessary to complete a specific work objective, which requires minimal exercise of independent judgment and is normally learned through on-the-job training. Usually includes all jobs that are apprenticeable.

(8) Clerical Unit.

Definition: Shall include classifications performing work concerned with preparing, recording, transcribing, transferring, systematizing, and preserving written and oral communications and records; operating business, office, accounting, and routine electronic data processing equipment; collecting and recording of fees; or collecting, recording, compiling, and tabulating financial, statistical or other data. Personal, telephonic and routine written contact with the public on procedural and information matters is normally characteristic of clerical unit positions.

(9) Administrative Services Unit. Definition: Shall include classifications characterized by work consisting of that which inherently includes the regular exercise of independent discretion and judgment, in support of the management and operation of an organization, requiring general academic degree work, rather than a specific, job-related professional degree.

(10) Exempt Unit. Definition: Shall include classification that have been determined to formulate and administer significant executive responsibilities under the direction of an Assistant County Administrator, an elected official, a department head or on behalf of the County Administrative Officer, as well as positions that have a significant involvement in the County's employer-employee relations program, or, those with access to highly confidential information and involvement with matters of significant impact to County Operations.

(11) Specialized Peace Officer Unit.

Definition: Shall include classifications of employees qualifying as "peace officers" as that term is defined in the California Penal Code who are entitled to a separate "peace officer" only unit pursuant to Government Code section 3508, excepting therefrom those "peace officers" as defined in section 830.1 and 830.3(b) of the California Penal Code who qualify as a "County Peace Officer" as defined in Section 31469.1 of the County Employees' Retirement Law of the California Government Code. Such classifications are so assigned to the unit by the Board of Supervisors due to the nature of the work being directly related to the limited law enforcement function which work does not involve work of a supervisory or management nature as described herein.

(12) Specialized Peace Officer Supervisory Unit.

Definition: Shall include classifications of employees qualifying as "peace officers" as that term is defined in the California Penal Code who are entitled to a separate "peace officer" only unit pursuant to Government Code section 3508, excepting therefrom those "peace officers" as defined in section 830.1 and 830.3(b) of the California Penal Code who qualify as "County Peace Officer" as defined in section 31469.1 of the County's Employees' Retirement Law of the California Government Code; and, having responsibility for implementing program requirements; formulating, administering, and managing County policies and programs; or, having authority, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, evaluate, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or to effectively recommend such action if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

(13) Attorney Unit

Definition: Shall include classifications in the District Attorney, Public Defender and Child Support Departments, excluding classifications in the Supervisory Unit and Exempt Group, requiring admission to the State Bar of California, and requiring the performance of legal work that is either predominantly intellectual, philosophical, or largely governed by conceptual understandings, and varied in character, involving continuing exercise of independent discretion and judgment and work performance, and requiring specialized knowledge and skills equivalent to that obtained by a prolonged course of intellectual instruction in a law school.

(b) The County shall have the exclusive right to allocate any classification established subsequent to the assignments herein to an authorized employee representation unit(s). The right to determine units and assign classifications to such units is the exclusive right of management subject to the provisions of this Code.

(c) The foregoing units are determined to be authorized employee representation units based upon relationships within the classification structure and treatment unique to these units as to similar type of grievances, common application of benefits and working conditions, factors used in rating performance; impact of achieving an effective level of employee representation, historical employer-employee relationships; the numerical size of the unit, the relationship of the unit to organizational structure of the County, and the effect on the existing classification structure of dividing a single class among two (2) or more units; the effect of the proposed unit on the efficient operations of the County and the compatibility of the unit with the responsibilities of the County and its employees to serve the public; and, the effect that the unit will have on employer-employee relations emphasizing the availability and authority of County representatives to bargain effectively with the exclusive recognized employee organization. The relevant and overriding consideration in establishing the units is to establish units composed of the largest number of employees that have a community of interest regardless of precise preparatory qualifications, common supervision or interchangeability of skills; provided, however, that sworn peace officers have the right to be included in a unit of representation comprised exclusively of sworn peace officers as provided by State Law.

Amended Ordinance 3150 (1987; Amended Ordinance #3707 (1998); Amended Ordinance 3773 (1999); Amended Ordinance 3827 (2001); Amended Ordinance 3877 (2003)

**13.026 Representation Proceedings.**

Representation proceedings will be administered by the Employee Relations Division of the Human Resources Department. Each petition for a change in exclusive recognized employee organizations and/or request for a unit modification shall be adjudicated by an arbitrator selected by the interested parties either by mutual agreement or by a striking procedure. Interested parties include the County; exclusive recognized employee organization(s) representing classifications of employees who also would be affected by a proposed change; and the petitioning organization. Costs for the arbitrator shall be equally shared by the parties participating in the proceeding. The arbitrator's decision is subject to approval by the Board of Supervisors.

(a) PETITION: An employee organization that desires to become an exclusive recognized employee organization of an authorized employee representation unit for the purpose of employee representation shall file with the Employee Relations Division Office of the Human Resources Department a written petition for certification which shall include:

- (1) The name and street address of the organization.

(2) The names, titles, mailing address, and home and business telephone numbers of its officers.  
(3) The names of employee organization representatives who are authorized to speak on behalf of the organization.

(4) A designation of two (2) persons and their addresses to whom notice sent by regular United States mail should be deemed full and sufficient notice on the organization for any purpose.

(5) A statement that the organization has no restriction on membership based on race, color, creed, national origin, sex, age, physical handicap, or political affiliation.

(6) A statement that the primary purpose of the organization is to represent employees on matters concerning wages, hours, and other terms and conditions of employment.

(7) A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner, with a local, regional, state, national or international organization, and, if so, the name and address of each such organization.

(8) Certified copies of the employee organization's constitution and by-laws.

(9) Signed employee authorization cards; as acceptable to the State Conciliation and Mediation Service or other mutually agreed party, dated within thirty (30) days prior to the filing of said petition which show proof of support of forty percent (40%) or more of the employees within the authorized employee representation unit.

(10) A request that the County certify the petitioner as the exclusive recognized employee organization representing the employees in said unit.

The petition, including the proof of support and all accompanying documentation, shall be declared to be true, correct and complete under penalty of perjury, by the duly authorized officer(s) of the petitioner.

(b) **RESPONSE AND NOTICE OF FILING OF PETITION:** Upon receipt of the petition, the Employee Relations Division Office shall expeditiously determine whether or not there has been compliance with the requirements of this Chapter. If an affirmative determination is made by the Employee Relations Division, the Employee Relations Division shall give notice of the filing thereof to (1) all employees in the unit; (2) all exclusive recognized employee organizations; and (3) the Director of Human Resources or designee. Notice shall be deemed to have been given upon deposit of any such notice with the United States Postal Service. Such notice shall be sent by regular United States mail. If the Employee Relations Division determines that the petition is not in compliance with the requirements of this Chapter, the Employee Relations Division shall so notify the petitioner. Any contest of any such determination must be filed within 30 (thirty) days of notification. If the petitioner contests the finding that the petition was not in compliance, an Arbitrator will review the petition to determine compliance.

(c) **CHALLENGES:** Within thirty (30) days after the notice of the filing of the petition, a challenge may be filed with the Employee Relations Division by the Director of Human Resources or by an employee organization. A challenge by an employee organization shall state the grounds for the challenge and shall be accompanied by proof of support of ten percent (10%) or more of the employees in the authorized employee representation unit in the form as specified in Section 13.026(a)(9).

(d) **NO CHALLENGES:** If no challenge is filed within thirty (30) days from the date of notification by the Employee Relations Division, the Employee Relations Division shall call for an election to be conducted by the State Mediation and Conciliation Service.

(e) **HEARING:** Upon receipt of a challenge, an Arbitrator shall conduct a hearing. Following the hearing, the Arbitrator shall (1) grant or deny the challenge and, if there has been no change in the authorized employee representation unit(s), call and conduct an election; or (2) shall authorize new employee representation unit(s) subject to the approval of the Board of Supervisors. If the Arbitrator authorizes any new employee representation unit(s), an employee organization may, within thirty (30) days of the creation of any such unit(s), file a petition for certification to become the exclusive recognized employee organization of said unit(s).

(f) **BALLOT:** Provided that the employee organizations have established proof of support as required in this Chapter, there shall be on the ballot (1) the name of the incumbent organization; (2) the name of the petitioning employee organization; (3) the name of any challenging employee organizations; and (4) a provision for "no representation."

(g) **ELECTION PROCEDURE:** The State Mediation and Conciliation Service shall call and conduct a secret ballot election in accordance with standard procedures and regulations established by the State Mediation and Conciliation Service pursuant to the provisions of this Chapter.

Eligible voters shall be those employees in the authorized employee representation unit whose names appear on the payroll immediately prior to the call of the election, including those shown as on vacation, on short term layoff, or authorized leave of absence, and who are employed by the County in the same unit on the date of the election. The State Mediation and Conciliation Service shall declare the results only when a majority of those employees eligible to vote voted at the election. The State Mediation and Conciliation Service shall then (1) certify as the exclusive recognized employee organization of the authorized employee representation unit the employee organization receiving a majority of the votes cast; or (2) declare that no employee organization is the exclusive recognized employee organization of the unit if the choice "no representation" received a majority of votes cast; or (3) following a decertification election, decertify the incumbent employee organization if the choice "no representation" or another employee organization received a majority of the votes cast, or if the incumbent organization receives a majority of the votes cast, declare the results of the election. If the ballot included three (3) or more choices and none of the

choices received a majority vote, a runoff election shall be held between the two (2) choices receiving the largest number of votes. If less than a majority of those employees eligible to vote voted at the election, the election shall be declared a nullity and no further election shall be held within twelve (12) months in that authorized unit nor may the composition of the unit be challenged for the same period of time.

No election shall be conducted in any authorized employee representation unit within which in the preceding twelve (12) month period an exclusive recognized employee organization or "no representation" has been determined.

Any costs incurred in conducting an election shall be borne equally by the County and the employee organizations appearing on the ballot.

(h) **DECERTIFICATION:** Subject to the provisions of this Chapter, an employee organization or an employee(s) in an authorized employee representation unit may file with the Employee Relations Division a petition for decertification to determine whether or not the exclusive recognized employee organization continues to represent a majority of the employees in the authorized employee representation unit. Such petition shall be accompanied by proof of support of said petition by forty percent (40%) or more of the employees in the authorized employee representation unit. The petition for decertification shall be processed in the same manner as a petition for certification.

Decertification and/or certification shall not require the negotiation of a new Memorandum of Understanding. Any Memorandum of Understanding in effect at the time of decertification or certification shall remain in force until the Memorandum of Understanding has expired and shall be binding on any subsequent exclusive recognized employee organization, unless the parties agree to reopen the Memorandum of Understanding.

(i) **MODIFICATION OF AUTHORIZED EMPLOYEE REPRESENTATION UNITS:** Subject to the provisions of this Chapter, an employee organization may file a petition for modification of an authorized employee representation unit. Said petition shall be in the form set forth in Section 13.026(a) of this Chapter, and shall include a list of position classifications in the unit claimed to be appropriate and shall be accompanied by individually signed employee authorization cards, as acceptable to the State Mediation and Conciliation Services, dated within thirty (30) days of the filing of the petition which show proof of support of forty percent (40%) or more of the employees within the proposed new representation unit, including forty percent (40%) of the employees proposed to be removed from an existing unit and placed in the proposed new unit; which proposed unit must include at least twenty percent (20%) of the employees making up the authorized employee representation unit proposed to be modified, provided that nothing contained herein shall deprive an exclusive recognized employee organization from appealing an assignment of classifications or positions to authorized employee representation units.

The Employee Relations Division shall process such petitions in the same manner as petitions for certification pursuant to provisions of this Chapter; provided, however, that an Arbitrator shall conduct a hearing to determine the appropriateness of the proposed unit irrespective of whether or not a challenge has been filed. Following the hearing, the Arbitrator shall (1) dismiss the petition for modification; or (2) shall determine the authorized employee representation unit(s), subject to the approval of the Board of Supervisors; and (3) if appropriate, call for an election.

The Director of Human Resources may also propose that an authorized employee representation unit be modified. The Director of Human Resources shall file with the Employee Relations Division a letter containing all the relevant information concerning the proposed modification. Subject to the provisions of this Chapter, said letter shall be processed in the same manner as petitions for certification filed by an employee organization, except that the Director of Human Resources need not file proof of support. If a unit is modified pursuant to the motion of the Director of Human Resources, employee organizations may file petitions for certification to become the exclusive recognized employee organization for any newly authorized employee representation units within thirty (30) days of the creation of said unit(s).

(j) **TIMING OF PETITIONS:** A petition for certification, decertification, or modification of an authorized employee representation unit may only be filed during:

(1) A period beginning not earlier than two hundred forty (240) days and ending not later than two hundred ten (210) days before the expiration date of any Memorandum of Understanding covering the affected unit(s), approved by the Board of Supervisors;

(2) In the event any Memorandum of Understanding covering the affected unit(s). approved by the Board of Supervisors. is continued for one (1) year by the terms of said Memorandum, a Petition for certification, decertification, or modification of an authorized employee representation unit may only be filed during a period beginning not earlier than two hundred forty (240) days and ending not later than two hundred ten (210) days before the first anniversary date of any continued agreement;

(3) In the event any Memorandum of Understanding covering the affected unit(s), or the continuation of said Memorandum has expired, a Petition for certification, decertification, or modification of an authorized employee representation unit may only be filed in the thirty (30) day period which begins eleven (11) months after the most recent filing period referenced in this section.

**13.027 Scope of Representation.**

The scope of representation shall include all matters relating to employment conditions and employer-employee relations, including but not limited to, wages, hours, and other terms and conditions of employment; except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

Amended Ordinance #3707 (1998);

**13.028 Exclusive Recognized Employee Organization's Rights.**

(a) **EXCLUSIVE RECOGNIZED EMPLOYEE ORGANIZATION:** An employee organization shall be certified as the exclusive recognized employee organization only upon successful competition in an election held pursuant to the provisions of this Chapter. An employee organization so certified must represent all employees within the unit to which it has been certified regardless of membership status in the employee organization.

(b) **REPRESENTATION:** An exclusive recognized employee organization shall have the right to meet and confer in good faith with authorized employee relations representatives of the County regarding wages, hours, and other terms and conditions of employment within the scope of representation. If agreement is reached by the representatives of the County and an exclusive recognized employee organization, they shall prepare a written memorandum of such understanding, which shall not be binding, and present it to the Board of Supervisors for acceptance. If the Board of Supervisors adopts the written Memorandum of Understanding, it shall become binding on the parties. The County is under no obligation to meet and confer in good faith with any employee organization, unless it has been certified as an exclusive recognized employee organization; provided however, that an exclusive recognized employee organization may choose to coordinate bargaining on an advisory basis with another employee organization if such coordinated bargaining is acceptable to all parties.

(c) **ADVANCE NOTICE:** Subject to the provisions of any current Memorandum of Understanding in full force and effect, and except in cases of emergency, each exclusive recognized employee organization affected shall be given a reasonable advance written notice of change(s) to any ordinance, rule, regulation, or proposal relating to matters within the scope of representation proposed to be adopted by the County and shall be given the opportunity to meet with the County regarding such matters. In cases of emergency, when the County determines that an ordinance, rule, resolution, or regulation must be adopted immediately without prior notice or meeting with an exclusive recognized employee organization, the County shall provide such notice and opportunity to meet at the earliest time following the adoption of such emergency ordinance, rule, resolution, or regulation.

(d) **EMPLOYEE'S APPEARANCE FOR EMPLOYEE ORGANIZATION:** Appointing authorities shall grant reasonable time off without loss of compensation or other benefits to a reasonable number of designated County employees serving as representatives of an exclusive recognized employee organization when formally meeting and conferring with the County on matters within the scope of representation.

Amended Ordinance #3707 (1998);

**13.029 Negotiation Procedure.**

The County and the exclusive recognized employee organization for each authorized employee representation unit shall meet and confer in good faith and attempt to reach agreement on all matters within the scope of representation that are brought forward for consideration. If agreement cannot be reached, impasse may be declared by either party, and the Mediator/Advisory Arbitrator will be brought in to mediate the unresolved issues. If the parties are unable to reach agreement through mediation, the Mediator/Advisory Arbitrator shall meet with the parties and prepare an Advisory Arbitration Decision. The Mediator/Advisory Arbitrator shall submit the Advisory Arbitration Decision to the Board of Supervisors for its final acceptance, rejection, modification or direction to the parties to resume negotiations.

(a) The collective bargaining process shall be used in negotiations between the County and the exclusive recognized employee organization for each authorized employee representation unit. These parties are charged and authorized within a single framework to (1) meet and confer in good faith; (2) to mediate the points of impasse by means of the Mediator/Advisory Arbitrator who acts in the role of a third impartial party, and (3) to see to the arbitration of any interest dispute by means of the Mediator/Advisory Arbitrator submitting the Advisory Arbitration Decision to the Board of Supervisors. The Mediator/Advisory Arbitrator shall submit the Advisory Arbitration decision to the Board of Supervisors for its final acceptance, or rejection; provided, however, that if the Board of Supervisors rejects the advisory arbitration recommendation, it may take action to modify existing wages, hours and other terms and conditions of employment. If agreement cannot be reached and formal arbitration is chosen, the decision of the Mediator/Advisory Arbitrator will be binding on the Board of Supervisors thirty (30) days (rounded to the beginning of the nearest pay period) following a formal ruling of the Mediator/Advisory Arbitrator, unless the Board of Supervisors takes action to install, revise, or reject the ruling within the thirty (30) days. This provision does not preclude the parties from continuing to meet and confer, nor does it prohibit subsequent agreement during the thirty (30) days following the Mediator/Advisory Arbitrator's ruling; such agreement would take precedence over the arbitration ruling.

Nothing herein shall preclude any of the parties to the negotiation procedure from making a presentation to the Board of Supervisors at a public hearing.

(b) **QUALIFICATIONS FOR THE MEDIATOR/ADVISORY ARBITRATOR:** The Mediator/Advisory Arbitrator shall have recognized expertise in the field of public sector labor relations. The Mediator/Advisory Arbitrator shall possess the integrity and impartiality necessary to protect the public interest as well as the interest of the County and its employees.

(c) **SELECTION OF THE MEDIATOR/ADVISORY ARBITRATOR:** The exclusive recognized employee organizations for a representation unit and the County shall jointly recommend the appointment of an impartial Mediator/Advisory Arbitrator. The Mediator/Advisory Arbitrator shall be appointed by the Board of Supervisors to serve for a period of one (1) year. If after thirty (30) days, the parties have not reached agreement on the selection of a Mediator/Advisory Arbitrator, each party shall submit its position to the Board of Supervisors who will then appoint the Mediator/Advisory Arbitrator.

(d) **TIMING OF REQUESTS:** The County and the exclusive recognized employee organization may exchange written negotiation proposals or requests. Such requests shall be submitted at least five (5) months prior to the expiration date of any existing or continued agreement.

(e) **SALARY CONSIDERATIONS:** In consideration of setting salary rates, the parties shall include, but not be limited to the following factors: retention, recruitment, internal relationships, prevailing wages, and comparable public sector classifications..

Amended Ordinance #3707 (1998);

### **13.0210 Unfair Labor Practices.**

(a) It shall be an unfair practice for the County:

(1) To impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this Chapter.

(2) To dominate or interfere with the formation of any employee organization or contribute financial support to it, provided the rights recognized or granted to employee organizations in this chapter shall not be construed as financial support.

(3) To refuse, or fail to meet and confer in good faith with representatives of an exclusive recognized employee organization on matters within the scope of representation.

(4) To deny exclusive recognized employee organizations rights guaranteed to them by this Chapter.

(5) To violate any negotiations ground rule agreed to by the parties.

(6) To lock out employees of the County.

(7) To cause or attempt to cause any exclusive recognized employee organization to violate Section 13.0211(b).

(b) It shall be an unfair labor practice for exclusive recognized employee organizations or their representatives or members:

(1) To cause or attempt to cause the County to violate Section 13.0210(a).

(2) To impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this Chapter.

(3) To refuse, or fail to meet and confer in good faith with County officials on matters within the scope of representation, when the employee organization involved is an exclusive recognized employee organization.

(4) To violate any negotiations ground rule agreed to by the parties.

(c) Charges of an unfair labor practice may be initiated by a County representative, by a representative of any exclusive recognized employee organization, or by an individual employee or unrepresented group of employees. Such charges shall be filed in writing with the Employee Relations Division.

(d) An Arbitrator, selected jointly by the County and the affected parties as provided, shall conduct a hearing to determine whether a party has engaged in an unfair labor practice and shall advise the parties of his/her decision and, if appropriate, shall recommend corrective action, and/or the imposition of penalties, subject to the approval of the Board of Supervisors. Costs for the Arbitrator shall be shared equally by the parties.

Amended Ordinance #3707 (1998);

### **13.0211 Administration.**

(a) **SUBMISSION OF CURRENT INFORMATION BY EXCLUSIVE RECOGNIZED EMPLOYEE ORGANIZATION:** An exclusive recognized employee organization must submit to the Employee Relations Division revised information whenever there has been a change in any of the following items:

(1) The name and street address of the organization.

(2) The names, titles, mailing address, and home and business telephone numbers of its officers.



(3) The names of employee organization representatives who are authorized to speak on behalf of the organization.

(4) A designation of two (2) persons and their addresses to whom notice sent by regular United States mail shall be deemed full and sufficient notice on the organization for any purpose.

(5) A statement whether the exclusive recognized employee organization is a Chapter of, or affiliated directly or indirectly in any manner, with a local, regional, state, national or international organization, and, if so, the name and address of each such organization.

(6) Certified copies of any changes to the exclusive recognized employee organization's constitution and by-laws.

(b) **PAYROLL DEDUCTIONS:** Exclusive recognized employee organizations may be authorized payroll deductions privileges for membership dues and insurance premiums for plans sponsored by such organizations upon the written authorization of employees in an authorized employee representation unit for which said organization has been certified. The providing of such a privilege to an exclusive recognized employee organization by the County shall be contingent upon and in accordance with the provisions of a Memorandum of Understanding and/or applicable administrative procedures. The County reserves the right to revoke all payroll deduction privileges of the exclusive recognized employee organization during and after any period of work disruption which is sanctioned or precipitated by such exclusive recognized employee organizations.

(c) **USE OF COUNTY RESOURCES:** Access to County work locations and the use of County paid time, facilities, equipment and other resources by exclusive recognized employee organizations shall be authorized only to the extent provided for in a Memorandum of Understanding and/or administrative procedures and shall be limited to activities pertaining directly to the employer-employee relationship and shall not interfere with the efficiency, safety and security of County operations. Access to and use of County paid time, facilities, equipment and other resources shall not be authorized for such activities as: soliciting membership, campaigning for office, selling insurance plans, organization elections, or other similar activities.

(d) **ADMINISTRATIVE RULES AND PROCEDURES:** The Employee Relations Division is hereby authorized to establish such rules and procedures as appropriate to implement and administer the provisions of this Chapter after consultation with affected employee organizations and County Management.

Amended Ordinance #3707 (1998);

### **13.0212 Separability.**

It is understood and agreed that this Chapter is subject to all current and future applicable Federal and State Laws and regulations and the current provisions of the Charter of the County of San Bernardino. If any part or provision of this Chapter is in conflict or inconsistent with such applicable provisions of those Federal, State or County enactments or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of this Chapter shall not be affected thereby.

Amended Ordinance #3707 (1998);